b. "Tandem Office Switches" or "Tandems" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.

K. "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

L. "Commission" means the Washington Utilities and Transportation Commission.

M. "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call. The CCS used by the Parties shall be Signaling System 7.

N. "Competitive Local Exchange Carrier" ("CLEC") means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent LEC.

O. "Customer" means a third-party (residence or business) that subscribes to Telecommunications Services provided by either of the Parties.

P. "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.

Q. "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

R. "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

S. "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

T. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

U. "Extended Area Service (EAS)/Local Traffic means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in

accordance with USWC's then current EAS/local serving areas, as determined by the Commission.

V. "Fiber-Meet" means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

W. "HDSL" or "High-Bit Rate Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using: 2 Binary / 1 Quartenary ("2B1Q").

X. "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

Y. "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.

Z. "Interconnection" is as described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

AA. "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

BB. "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate Interface - ISDN ("PRI-ISDN") provides for the digital transmission of twenty-three (23) 64 Kbps bearer channels and one (1) 64 Kbps data and signalling channel (23 B+D).

CC. "IntraLATA Toll" is defined in accordance with USWC's current intraLATA toll serving areas, as determined by the Commission.

DD. "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer.

EE. "Local Switching Element" means a termination on a Central Office Switch that permits customers to send or receive telecommunications services over the public switched network.

FF. "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

GG. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

HH. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

II. "Meet-Point Billing" or "MPB" refers to an agreement whereby two LECs (including a LEC and CLEC) jointly provide switched access service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

JJ. "Mid-Span Meet" is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

KK. "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

LL. "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

MM. "Party" means either USWC or WINSTAR and "Parties" means USWC and WINSTAR.

NN. "Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.

OO. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC (or CLEC) will provide Basic Exchange Telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

PP. "Reseller" is a category of Local Exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end use customers.

QQ. "Routing Point" means a location that a LEC or CLEC has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or CLEC. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services pursuant to Bellcore Practice BR 795-100-100.

RR.. "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

SS. "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

TT. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

UU. "Tariff Services" as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalog.

VV. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

WW. "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the appropriate state commission for the incumbent local exchange carrier.

XX. "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

YY. "Wireless POI" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an electrical interface at a mutually agreed upon location and one Party utilizes a wireless transmission medium for its portion of the interconnection transmission facility.

ZZ. Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

IV. RATES AND CHARGES GENERALLY

A. Prices for termination and transport of traffic, interconnection, access to unbundled network elements, and ancillary services are set forth in Appendix A.

B. USWC's wholesale discounts for resale services are set forth in Appendix A.

C. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff. For the purposes of this paragraph, Unbundled Loops are not considered as resold services.

V. RECIPROCAL TRAFFIC EXCHANGE

A. Scope

Reciprocal traffic exchange addresses the exchange of traffic between WINSTAR end users and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either party acts as an intraLATA toll provider or interLATA Interexchange Carrier (IXC) or where either party interconnects and delivers traffic to the other from third parties, each party shall bill such third parties the appropriate charges pursuant to its respective tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.

B. Types of Traffic

The types of traffic to be exchanged under this Agreement include:

1. EAS/local traffic as defined above.

2. IntraLATA toll traffic as defined above.

3. Switched access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate switched access tariffs, and generally identified as that traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4. Transit traffic is any traffic other than switched access, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

   Transit service provides the ability for a Telecommunications Carrier to use its connection to a local or access tandem for delivery of calls that

originate with a Telecommunications Carrier and terminate to a company other than the tandem company, such as another Competitive Local Exchange Carrier, an existing Exchange Carrier, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a point of interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

5. Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

   a. Directory Assistance
   b. 911/E911
   c. Operator call termination (busy line interrupt and verify)
   d. 800/888 database dip
   e. LIDB
   f. Information services requiring special billing.

6. Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Local/EAS, intraLATA toll, or Switched Access.

C. Types of Exchanged Traffic

1. Termination of Local Traffic.

   Local traffic will be terminated as Local Interconnection Service (LIS).

2. Transport of Local Traffic

   As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

   a. While the parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the "initial" point of interconnection.

   b. The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport (which is included in the tandem call termination rate) or direct trunk transport.

   c. Based on forecasted traffic at WINSTAR's busy hour in CCS, where there is a DS1's worth of traffic (512 CCS) between the

WINSTAR switch and a USWC end office, the Parties agree to provision a dedicated (i.e., direct) two-way trunk group from the WINSTAR switch directly to the USWC end office. To the extent that WINSTAR has established a collocation arrangement at a USWC end office location, and has available capacity, the Parties agree that WINSTAR shall provide two-way direct trunk facilities, when required, from that end office to the WINSTAR switch. In all other cases, the direct facility may be provisioned by USWC or WINSTAR or a third party. If both WINSTAR and USWC desire to provision the facility and cannot otherwise agree, the parties may agree to resolve the dispute through the submission of competitive bids.

3. Transit Traffic.

   a. USWC will accept traffic originated by WINSTAR and will terminate it at a point of interconnection with another CLEC, Exchange Carrier, Interexchange Carrier or Wireless Carrier. USWC will provide this transit service through local and access tandem switches. WINSTAR may also provide USWC with transit service.

   b. The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

   c. The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to WINSTAR of the billing name, billing address and carrier identification codes of all interexchange carriers originating or terminating at each USWC access tandem.

4. Toll Traffic.

   Toll traffic routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the USWC access tandem switch. Switched Access Service also allows for termination at an end office or tandem via direct trunked circuits provisioned either by USWC or WINSTAR.

D. Rate Structure -- Local Traffic

1. Call Termination

a. For all Local Traffic, the Parties agree to mutual traffic exchange without explicit compensation.

b. Either Party may seek compensation for local traffic exchanged between the Parties if either Party can establish that such traffic is out of balance by more than 10%. No explicit compensation shall be required until the Commission has approved an alternate compensation plan.

c. The Parties acknowledge that WINSTAR will initially serve all of its customers within a given LATA through a single WINSTAR switch. The Parties also acknowledge that WINSTAR may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial WINSTAR switch shall be treated as a Tandem.

d. For purposes of call termination, this Agreement recognizes the unique status of traffic originated by and terminated to enhanced service providers. These parties have historically been subject to an access charge exemption by the FCC which permits the use of Basic Exchange Telecommunications Service as a substitute for switched access service. USWC expects that the FCC will address this exemption in its forthcoming access charge reform proceeding.

2. Transport

a. If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.

b. If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating party's tandem or end office switches. The applicable rates are described in Appendix A.

c. Direct-trunked transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions, for the use of either Party between the point of interconnection and the terminating end office or tandem switch.

d. If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the

direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour. For the initial 6 months, given the de minimis nature of traffic initially expected, a 50/50 pro rata apportionment will be presumed. Thereafter, 50/50 pro rata will be assumed unless the traffic split is greater than 60/40 one way or the other, in which case, actual percentages will be used.

e. Multiplexing options are available at rates described in Appendix A.

E. Rate Structure -- Toll Traffic.

Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to an access tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport (DTT) or Tandem Switched Transport (TST), Interconnection Charge (IC), Local Switching, and Carrier Common Line, as appropriate.

F. Rate Structure -- Transit Traffic.

Applicable switched access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating party per Appendix A. For transiting toll traffic, the Parties will charge the applicable switched access rates to the responsible carrier. For terminating transiting CMRS wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting local wireless traffic, the parties will charge each other the applicable local transit rate.

G. LIS Interface Code Availability And Optional Features

1. Interface Code Availability.

Supervisory Signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

2. Optional Features.

a. Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by WINSTAR when SS7 Out-of-Band Signaling is requested on LIS trunks.

b. Clear Channel Capability.

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to USWC's access tandem switch or USWC's end office switches (where available); (Clear Channel Capability is not available on trunks to USWC's local tandem switches or end offices where it is currently not deployed. WINSTAR agrees to use the Bona Fide Request ("BFR") Process to request clear channel capability for such additional switches. Prices for such additional clear channel capability, if any, will be established through the BFR Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. USWC will provide WINSTAR with a listing of USWC end offices, local tandems and access tandems equipped with clear channel capability.

H. Measuring Local Interconnection Minutes

1. Measurement of terminating Local Interconnection Minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or WINSTAR's point of interconnection, whichever is recognized first by the entry switch.

2. USWC and WINSTAR are required to provide each other the proper call information (e.g., originated call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion.

I. Testing

1. Acceptance Testing

At the time of installation of an LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. Please see USWC's applicable switched access tariff for the specifications.

2. Testing Capabilities

a. Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100

type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

b. In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable tariff rates.

J. Ordering

1. When ordering LIS, the ordering Party shall specify on the service order: 1) the type and number of interconnection facilities to terminate at the point of interconnection in the serving wire center; 2) the type of interoffice transport, (i.e., direct trunk transport or tandem switched transport); 3) the estimated peak busy hour CCS from the WINSTAR end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and any optional features (see form Appendix B). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

2. When the ordering Party initially orders a DS3 interconnection facility, in conjunction with tandem switched transport to a tandem, or DS3 direct trunk transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment (CFA). On subsequent orders utilizing existing DS3 interconnection facilities, or DS3 direct trunk transport facilities, the provider will assign the DS1 facility to the DS 3 interconnection facility or DS3 direct trunk transport facility, as directed by the ordering Party.

3. A joint planning discussion will precede WINSTAR and USWC trunking orders. These discussions will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.

4. Service intervals and due dates for negotiated arrangements will be determined on an individual case basis.

K. Billing Arrangements

1. USWC and WINSTAR desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their respective portions of jointly provided switched access service.

Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that WINSTAR sub-tends in each LATA.

2. The parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

3. As detailed in the MECAB document, WINSTAR and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by WINSTAR and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.

4. The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.

5. Each company will bill the IXC's the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

Rate Element	Billing Company
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated Billing Interconnection Point ("BIP")
Local Transport Facility (also called Tandem Transmission per mile)	Based on negotiated BIP
Tandem Switching	Access Tandem Provider
Entrance Facility	Access Tandem Provider

6. For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the interexchange carrier pursuant to tariff.

L. Mileage Measurement

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

M. Construction Charges

If applicable, construction charges will apply as detailed in Section XXIV of this Agreement.

VI. INTERCONNECTION

A. Definition

1. Interconnection" is the linking of the USWC and WINSTAR networks for the mutual exchange of traffic and for WINSTAR access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by virtual or physical collocation, entrance facilities or Mid-Span Meet arrangements.

2. USWC will provide interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and signaling transfer points necessary to exchange traffic and access call related databases.

B. Mid-Span Meet POI

1. A Mid-Span Meet POI is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical point of interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI, if the meet point arrangement is used exclusively for the exchange of local traffic.

2. If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, WINSTAR must pay the portion of the economic costs of the Mid-Span Meet arrangement used by WINSTAR for access to unbundled network elements.

C. Collocation

Interconnection may be accomplished through either virtual or physical collocation. The terms and conditions under which collocation will be available are described in Section VII herein.

D. Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving wire center of the provider to the other Party's switch location. Entrance facilities may not extend beyond the area described by the provider's serving wire center. The rates for entrance facilities are provided in Appendix A.

E. Quality of Interconnection USWC will not, for the purpose of interconnection, provide to WINSTAR less favorable terms and conditions than USWC provides itself or in a manner less efficient than it would impose on itself. The quality of interconnection will be at least equal to that of USWC. To the extent that WINSTAR requests higher or lower quality interconnection, WINSTAR agrees to use the New Interconnection/Unbundled Element Request procedure described in Section XX.

Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR. The acceptable service levels for LIS and the criteria for applying protective controls will be administered in the same manner as the network management for Switched Access Service.

F. Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to WINSTAR information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility, where facilities are available (where facilities are not available and USWC is required to build, charges shall be addressed pursuant to Section XXIV herein) ; (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

G. Trunking Requirements

1. The Parties agree to provide designed interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

2. Two-way trunk groups will be established wherever possible. Separate trunk groups will be based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement. The Parties recognize that billing requirements can change over time. These changes could be either rates becoming alike, or measurement capabilities being developed that allow for different types of traffic to be measured on the same trunk group. As this occurs the Parties will meet and discuss combining the different types of traffic on the same trunk group.

    a. IntraLATA toll and switched access trunks
    b. EAS/local trunks
    c. Directory Assistance trunks
    d. 911/E911 trunks
    e. Operator services trunks
    f. Commercial Mobile Radio Service/Wireless traffic for which WINSTAR serves as the transit provider between the CMRS provider and USWC.
    g. Transit intraLATA toll
    h. Transit local
    i. Meet Point Billing Trunks (for the joint provision of switched access).

3. Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/local, intraLATA toll, wireless/Commercial Mobile Radio Service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.

4. The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Local/EAS Trunk Circuits. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored.

5. Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with interexchange carriers who use MF signaling.

6. The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.

7. USWC will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of switched access.

8. The Parties shall terminate local/EAS traffic exclusively on local/EAS trunk groups. No local/EAS trunk groups shall be terminated on USWC's access tandems.

9. The Parties agree to terminate local traffic in the same local/EAS area as such traffic originated.

H. Interconnection Forecasting

1. The Parties agree that during the first year of interconnection, joint forecasting and planning discussions will take place no less frequently than once per quarter.

2. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph G(2) of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of two (current and plus-1) years;

a) The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

b) A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

3. If differences in quarterly forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks.

4. If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity. In all cases, grade of service objectives identified below shall be maintained.

5. Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

I. Service Interruptions.

1. Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.

2. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

3. If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of

Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment, until such impairment is remedied.

4. Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.

5. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a Trouble Reporting Control Office (TRCO) for such service.

6. Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.

7. Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. Alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

8. Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

   a) In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting carriers.

   b) The Parties shall cooperate in isolating trouble conditions.

VII. COLLOCATION

A. General Description

1. Collocation allows WINSTAR to obtain dedicated space in a USWC wire center and to place equipment in such spaces to interconnect with the

USWC network. WINSTAR may request collocation at other USWC locations pursuant to the BFR Process or through additional interconnection negotiations under the Act. USWC will provide the resources necessary for the operation and economical use of collocated equipment. POIs for network interconnection can be established through virtual or physical collocation arrangements.

2. Collocation is offered for network interconnection between the Parties. The collocated party may cross connect to other collocated parties via expanded interconnection channel terminations provided by USWC, provided that WINSTAR's collocated equipment is used for interconnection with USWC or access to USWC's unbundled network elements. Additional terms, conditions and rates apply in conjunction with subsequent call termination (e.g., call termination charges, tandem switching, tandem-switched transport, see Section V, Reciprocal Traffic Exchange.)

3. Except when WINSTAR purchases USWC's unbundled network transmission elements, and/or utilizes a microwave application, WINSTAR will construct its own fiber optic cable to the USWC-designated point of interconnection. USWC will extend WINSTAR's fiber optic cable from the POI to the cable vault within the wire center. For the purposes of collocation, the POI shall be that point outside the USWC central office where the WINSTAR and USWC fiber's meet. If necessary, USWC may bring the cable into compliance with USWC internal fire code standards and extend the cable to the collocated space.

4. WINSTAR will be provided two points of entry into the USWC wire center only when there are at least two existing entry points for USWC cable and when there are vacant entrance ducts in both. USWC will promptly remove any unused cabling to free up entrance ducts when no other ducts are available. Cable entry will be limited to fiber facilities.

5. WINSTAR may collocate transmission equipment to terminate basic transmission facilities. WINSTAR may request collocation of other equipment pursuant to the BFR Process or through additional interconnection negotiations under the Act. WINSTAR must identify what equipment will be installed, to allow for USWC to use this information in engineering the power, floor loading, heat release, environmental particulant level, and HVAC.

6. Nothing in this part shall be construed to limit WINSTAR's ability to obtain both virtual and physical collocation in a single location.

7. In recognition that WINSTAR utilizes a wireless rather than a wireline transmission technology to provide local exchange services, USWC will make available to WINSTAR, at WINSTAR's option, the right to place wireless, antenna and dish transmission facilities on the roof(s) of each building in which USWC has a local or access tandem or end office to which WINSTAR seeks to interconnect. Microwave rooftop collocation is

for purposes of interconnection to that switch associated with that rooftop, and access to unbundled network elements, only. The location of said equipment will be permitted except where it is not practical for technical reasons, including city/county building zoning and electrical codes, Network Equipment Building System ("NEBS") standards, or because of space limitations. Additionally, WINSTAR is not permitted to construct a tower on these buildings, but may lease space on any existing USWC owned and/or controlled tower. A tower specifically does not include a typical WINSTAR installation, a representative example of which is appended hereto as Exhibit B. Spare microwave tower space will be assessed in terms of physical and structural loading constraints. Microwave frequency use will be limited by frequency availability to avoid Radio Frequency Interference. Compensation for radio frequency inquiry to the extent necessary and for the placement of microwave equipment and associated cabling will be on an individual case basis ("ICB"), unless otherwise covered by tariff, which may include without limitation costs associated with any tower or building structural modifications required to provide for the placement of microwave equipment or cabling. The price charges by USWC to WINSTAR for such collocation shall be the same price that USWC charges other similarly situated collocators for the same service, either wireless or wireline.

B. Virtual Collocation

1. USWC shall provide virtual collocation for the purpose of Interconnection or access to unbundled Network Elements subject to the rates, terms and conditions of this Agreement.

2. WINSTAR will not have physical access to the USWC wire center building pursuant to a virtual collocation arrangement.

3. WINSTAR will be responsible for obtaining and providing to USWC administrative codes, e.g., common language codes, for all equipment specified by WINSTAR and installed in wire center buildings.

4. WINSTAR will be responsible for payment of training of USWC employees for the maintenance, operation and installation of WINSTAR's virtually collocated equipment when that equipment is different than the equipment used by USWC.

5. WINSTAR will be responsible for payment of charges incurred in the maintenance and/or repair of WINSTAR's virtually collocated equipment.

6. USWC does not guarantee the reliability of WINSTAR's virtually collocated equipment.

7. WINSTAR is responsible for ensuring the functionality of virtually collocated SONET equipment provided by different manufacturers.

8. Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm and after business hours are after 5:00pm and before 8:00am, Monday through Friday, all day Saturday, Sunday and holidays.

9. WINSTAR will transfer possession of WINSTAR's virtually collocated equipment to USWC via a no cost lease. The sole purpose of the lease is to provide USWC with exclusive possessory rights to WINSTAR's virtually collocated equipment. Title to the WINSTAR virtually collocated equipment shall not pass to USWC.

10. Installation and maintenance of WINSTAR's virtually collocated equipment will be performed by USWC or a USWC authorized vendor.

11. WINSTAR shall ensure that upon receipt of the WINSTAR virtually collocated equipment by USWC, all warranties and access to ongoing technical support are passed through to USWC, all at WINSTAR's expense. The interconnector shall advise the manufacturer and seller of the virtually collocated equipment that WINSTAR's equipment will be possessed, installed and maintained by USWC.

12. WINSTAR's virtually collocated equipment must comply with the Bellcore NEBS Generic Equipment Requirements TR-NWT-000063, Company wire center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. WINSTAR shall provide USWC interface specifications (e.g., electrical, functional, physical and software) of WINSTAR's virtually collocated equipment.

13. USWC may restrict the type of virtually collocated equipment. USWC will only permit basic, including 38Ghz wireless, transmission terminating equipment to be virtually collocated by WINSTAR. WINSTAR may request collocation of other equipment pursuant to the BFR Process or through additional interconnection negotiations under the Act.

14. WINSTAR must specify all software options and associated plug-ins for its virtually collocated equipment.

15. WINSTAR is responsible for purchasing and maintaining a supply of spares. Upon failure of WINSTAR's virtually collocated equipment, WINSTAR is responsible for transportation and delivery of maintenance spares to USWC at the wire center housing the failed equipment.

C. Physical Collocation

1. USWC shall provide to WINSTAR Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, except that USWC may provide for Virtual Collocation if USWC demonstrates to the Commission that Physical Collocation is not practical

for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. USWC shall provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to the rates, terms and conditions of this Agreement.

2. Where WINSTAR is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, WINSTAR may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to the rates, terms and conditions of this Agreement, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation at such premises to Physical Collocation, in which case WINSTAR shall coordinate the construction and rearrangement with USWC of its equipment (IDLC and transmission) and circuits for which WINSTAR shall pay USWC at applicable rates, and pursuant to the other terms and conditions in this Agreement. In addition, all applicable Physical Collocation recurring charges shall apply.

3. WINSTAR will be allowed access to the POI on non-discriminatory terms. WINSTAR owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from USWC.

4. WINSTAR must use leased space promptly and may not warehouse space for later use or sublease to another provider. Physical collocation is offered in wire centers on a space-available, first come, first-served basis.

5. The minimum standard leasable amount of floor space is 50 square feet. WINSTAR must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces. The Commission will be the final arbitrator in points of dispute between the parties.

6. WINSTAR's leased floor space will be separated from other competitive providers and USWC space through an enclosure, which may consist of either cage or hard wall construction. WINSTAR may elect to have USWC construct the enclosure, or choose from USWC approved contractors to construct the cage, meeting USWC's installation Technical Publication 77350.

7. The following standard features will be provided by USWC:

   a. Heating, ventilation and air conditioning.

   b. Smoke/fire detection and any other building code requirement.

8. USWC Responsibilities.

a. Design the floor space within each wire center which will constitute WINSTAR's leased space.

b. Ensure that the necessary construction work is performed to build WINSTAR's leased physical space and the riser from the vault to the leased physical space.

c. Develop a quotation specific to WINSTAR's request.

d. Extend USWC-provided and owned fiber optic cable from the POI through the cable vault and extending the cable to WINSTAR's leased physical space or place the cable in fire retardant tubing prior to extension to WINSTAR's leased physical space.

e. Installation and maintenance and all related activity necessary to provide Channel Termination between USWC's and WINSTAR's equipment.

f. Work cooperatively with WINSTAR in matters of joint testing and maintenance.

9. WINSTAR Responsibilities

a. Determine the type of enclosure for the physical space.

b. Where applicable, procure, install and maintain all fiber optic facilities up to the USWC designated POI.

c. Install, maintain, repair and service all WINSTAR's equipment located in the leased physical space.

d. Ensure that all equipment installed by WINSTAR complies with Bellcore Network Equipment Building System Generic Equipment requirements, USWC wire center environmental and transmission standards, and any statutory (local, federal, or state) or regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

10. Once construction is complete for physical collocation and WINSTAR has accepted its leased physical space, WINSTAR may order its DS0, DS1, DS3 or other Expanded Interconnection Channel Terminations.

11. If, at any time, USWC determines that the equipment or the installation does not meet requirements, WINSTAR will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If WINSTAR fails to correct any non-compliance within fifteen (15) days of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at WINSTAR's expense.

12. If, during installation, USWC determines WINSTAR activities or equipment are unsafe, non-standard or in violation of any applicable laws or regulations, USWC has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of USWC employees, interfere with the performance of USWC's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, USWC may perform such work and/or take action as is necessary to correct the condition at WINSTAR's expense.

13. For each Physical Collocation, the Parties agree to execute a separate "Physical Collocation Agreement".

D. Collocation Rate Elements

1. Common Rate Elements

The following rate elements specified in Appendix A are common to both virtual and physical collocation:

a. Quote Preparation Fee. This covers the work involved in developing a quotation for WINSTAR for the total costs involved in its collocation request.

b. Entrance Facility. Provides for fiber optic cable on a per fiber basis from the point of interconnection utilizing USWC owned, conventional single mode type of fiber optic cable to the collocated equipment (for virtual collocation) or to the leased space (for physical collocation). Entrance facility includes riser and coax cable that runs from the rooftop to the central office equipment, fiber placement, entrance closure, conduit/innerduct, and core drilling.

c. Cable Splicing. Represents the labor and equipment to perform a subsequent splice to the WINSTAR provided fiber optic cable after the initial installation splice. Includes a per-setup and a per-fiber-spliced rate elements.

d. -48 Volt Power. Provides -48 volt power to the WINSTAR collocated equipment. Charged on a per ampere basis.

e. 48 Volt Power Cable. Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for physical collocation) or to the collocated equipment (for virtual collocation).